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STATE OF INDIANA
LAKE COUNTY
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2007 JUN -7 AM 10:49

MICHAEL A. BROWN
RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGLE FAMILY RESIDENTAIL DEVELOPMENT KNOWN AS LIBERTY HEIGHTS IN THE CITY OF HOBART, LAKE COUNTY, INDIANA

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JUN 07 2007
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGLE FAMILY RESIDENTAIL DEVELOPMENT KNOWN AS LIBERTY HEIGHTS IN THE CITY OF HOBART, LAKE COUNTY, INDIANA

THIS DECLARATION dated this 5th day of June, 2007 by Cooke Construction and Remodeling LLC (hereinafter sometimes referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of real estate described in Clause I of this Declaration and is desirous of subjecting said real estate to the conditions, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are declared to be equitable servitude binding upon the property so designated and each Owner thereof and every other party having any interest therein, and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Developer hereby declares that the real property described in and referred to in Paragraph 1 of Clause I hereof, is, and shall be, held, transferred, sold, conveyed, and occupied subject to these Covenants.

CLAUSE I
PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION

1. **Single Family Residential Section of Liberty Heights**

2. The real property which is the property benefited is, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants,

and is commonly known as Liberty Heights located in Hobart, Lake County, Indiana, and is more particularly described as follows, to wit:

All of Liberty Heights Subdivision in the City of Hobart, as per plat Thereof, recorded in Plat Book 101 page 41 in the Office of the Recorder of Lake County, Indiana.

3. **Waiver**. The Developer may waive in whole or in part the benefits of the Covenants. If such waiver is by a document duly executed by said Developer, acknowledged by the city plan comission and recorded with the Recorder of Deeds of Lake County, Indiana, the same shall permanently waive the benefits of the Covenants, for the benefit of the property benefited and shall be binding upon said various Owners and their respective successors and assigns.

CLAUSE II
GENERAL PURPOSES OF THIS DECLARATION

This real estate is subject to the Covenants to insure proper use and appropriate development and improvement of Liberty Heights Subdivision theretofore described; to protect each and every Owner of any part of Liberty Heights covered by these Covenants herein against such use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable Development of that part of Liberty Heights described herein, and the use and enjoyment of the property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; and in general to provide adequately for a type and quality of improvement in that part of Liberty Heights described herein consistent with these Covenants. The provisions herein contained are for the mutual benefit and protection of the Owners, present or future, of any and all of

the lots in that part of Liberty Heights described herein, their respective legal representatives, heirs, successors, grantees, and assigns.

CLAUSE III
GENERAL RESTRICTIONS

1. **Land Use.** Each lot shall be used, exclusively, as a site for a dwelling for private residence purposes only by one (1) family and a private garage containing no less than two (2) parking spaces for the sole use of the Owners or occupants of the dwelling. Said garages shall not be used for rental purposes. Prior to the time that legal title to a lot is first transferred from the Developer to an Owner, the Developer shall be permitted to re-subdivide or re-plat said lot and, in addition, shall be entitled to dedicate additional roadways over and across said lot. Once the Developer transfers legal title from itself to an Owner, no further re-subdivision shall be permitted and no Lot Owner shall provide access over and across said lot to any other real estate without the express written permission of the Developer or its designated representative.

2. **Dwelling Size.** The ground floor coverage and/or living area as hereinafter defined of the dwellings, exclusive of attached garages, open terraces, porches, and breezeways, and all unfinished space shall be as follows:

   One-Story dwelling with basement or crawl space – Not less than one thousand four hundred (1,400) square feet of ground coverage.

   One-Story dwelling built on slab – Not less than one thousand found hundred (1,400) square feet of ground coverage.

Bi-Level and Tri-Level dwelling – Not less than one thousand two hundred (1,200) square feet of ground coverage. First floor must be at least nine hundred (900) square feet.

Two-Story dwelling – Not less than one thousand (1,000) square feet of ground coverage nor less than two thousand (2,000) square feet of total living area.

One and one-half Story dwellings – Not less than one thousand two hundred (1,200) square feet of ground coverage and a total living area of one thousand eight hundred (1,800) square feet.

All dwellings should be built on a basement, crawl space or slab. All structures shall be required to have at least an attached two-car garage, which garage, as indicated above, shall not be included when computing the total square footage required. For purposes of this Section, the following definitions are applicable:

A **One-Story dwelling** is defined as a dwelling having all living area on one (1) floor. The foundation may be a basement, crawl space or a slab. The living or floor level is at or slightly above the exterior grade level.

A **Bi-Level dwelling** is defined as a dwelling having the floor entry at or slightly above the exterior grade level. The main living area is up approximately one-half (1/2) flight of stairs from the entry. The windows of the lower level are two-thirds (2/3) the size of the upper level windows.

A **Two-Story dwelling** is defined as a dwelling having two (2) floors of living area, both above grade and both approximately the same size.

A **Tri-Level dwelling** and **Quad-Level dwelling** are defined as dwellings having at least two (2) floors or living area at or above grade. A third floor area can be partially below grade and can be considered living area if the windows are above grade. A quad level is as defined in this paragraph plus containing a basement level.

A **One and One-half Story dwelling** is defined as a dwelling having in addition to ground floor living area, a living area wholly or partly within the roof frame. Space with less than five (5) feet clear head room is not considered living area. One (1) or more dormers are required to qualify the upper level as one-half (1/2) story (as opposed to finished attic area).

Ground Coverage is defined as the total foundation area supporting all living area

Living Area is defined as living room, bedroom, kitchen, dining room, family room, closets, utility rooms, entry ways and bath usage. To qualify as living area the interior finish must be of a manner and quality of materials in keeping with the other rooms.

3. **Architectural Control**. Architectural control of the site plan, design, and style of the hose and/or associated structures, and approval of all plans for the limited purpose of assuring compliance with these covenants shall be required prior to the construction of any dwelling or structure. This approval shall be by the Architectural Review Committee consisting of Developer, city staff member, and tax abatement sub-committee member or appointee. Home styles shall be compatible with the neighboring homes and the contour of the

land. No existing building or structure shall be moved to any lot in the subdivision. NO temporary structures or mobile homes shall be allowed.

Each Dwelling shall have an exterior of at least thirty-five percent (35%) stone or brick masonry front unless the dwelling is designed architecturally to fit the surroundings and the plans and specifications are initially approved in writing by the Architectural Review Committee. All window frames installed on the improvements constructed upon the real estate shall be made of wood, vinyl clad wood, metal clad wood or P.V.C. All metal type windows are not permitted.

A written copy of all plans and all specifications shall be submitted to the Architectural Review Committee, and subject to its written approval. Approval or disapproval shall be given in writing within thirty (30) days after receiving complete plans and specifications. In the event written approval or disapproval is not obtained within thirty (30) days after submission of complete plans and specifications, or in any event, if no suit to enjoin the construction have been commenced prior to the completion thereof, formal approval will not be necessary, however, compliance with the terms of the Covenants contained herein shall still be required. The construction of any residential structure must be completed within one (1) year weather permitting from the date of the commencement of construction. Architectural Review Committee may extend the time of completion if in its opinion, weather or other conditions have contributed significantly to the delay. During the construction, no unnecessary building materials, piles of fill or piles of trash

shall be permitted to accumulate. No improvements which have partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than four (4) months from the time of such destruction or damage. After 80% of the lots have been built upon, the architectural control of the subdivision shall be vested with the continued by a simple majority of the Lot Owners granting approval, thereby turning over complete architectural control to the property Owners themselves, and Developer and Architectural Review Committee shall thereupon be relieved and discharged from all such duties so assigned. When 100% of the homes have been completed a new Owners committee shall be appointed if desired. Neither the Lot Owners, nor any agent(s) thereof, not the Developer, nor the Architectural Review Committee shall be responsible in any way for any defects in plans, specifications, or other materials submitted to it, not for any defects in any work done according thereto.

4. Additional Structures. No accessory storage shed or other additional structure shall be placed, erected or altered on any lot until the complete construction plans, site plan and specifications are approved pursuant to the section entitled, "ARCHITECTURAL CONTROL." Notwithstanding anything contained herein to the contrary. The total square footage shall not exceed one hundred fifty (150) square feet and the material used on the exterior of said structure shall be the same as the material used on the exterior of the residence located on said lot.

5. Fences. Fences no greater than six (6) feet in height may be constructed around the perimeter of the side and rear yards of any lot in the subdivision. All fences shall be approved by the Developer or its designated agent. A greater height may be allowed if the same is required or permitted by ordinance or statutes around swimming pools. In addition the developer shall install a six (6) foot P.V.C. fence on the west side of lots 12 and 13 for separation from S.R. 51. Landscaping between the fence and S.R. 51 to be maintained by the Owners..

6. Sidewalks and Driveways. Sidewalks are to be installed at the expense of the homeowner pursuant to the requirements established by the City of Hobart. The construction of all driveways shall meet or exceed the standards set by the appropriate governmental agency. Driveways are to be completed within thirty (30) days after occupancy, weather permitting. The Owners of the lots in Liberty Heights shall be responsible for the repair and maintenance of any parkway and sidewalk pavement located between their lot lines on the edge of street pavements which abut said lots. The duty of the landowner to repair and maintain said sidewalk pavements shall also include the expeditious removal of snow, plant or weed overgrowth, or debris, which may be found therein from time to time. There will also be a pathway from the east end of the development to High Street that will require maintenance from the Owners Association.

7. Natural Drainage Ways. No obstruction or diversions of existing surface storm-water drainage swales and channels over or through which surface

storm water naturally flows upon or across any lot, shall be made by the Lot Owner in such manner as to cause damage to other lots.

8. Prohibitions. The following activities and uses are prohibited on all lots and in all buildings and structures located on the Property.

A. No home occupation or profession shall be conducted, except as permitted by the City of Hobart.

B. No noxious or offensive activity shall be carried on, or upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

C. No waste, trash or garbage of any sort shall be allowed to be retained or stored on any lot for more than one (1) week or by the time of the next garbage pickup, which ever is earliest.

D. No burning of refuse shall be permitted except that the burning of leaves is permitted as or if allowed by applicable laws and regulations.

E. No undomesticated animal or any other animal having unusually vicious propensities shall be kept or maintained.

F. No driveway or parking area which may be in front of or adjacent to or any part of any lot may be used as a habitual parking place for commercial vehicles and/or recreational vehicles. No lot or the area located between the road pavement and the building line of each lot shall be used for the parking of private, recreational or commercial vehicles over one (1) ton, or boats, snowmobiles,

water jet skis, motorcycles, mobile homes or trailers, all of which are specifically prohibited. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance.

9. **Landscaping.** The Owner of each lot agrees that he shall install landscaping on each lot equal in cost to two percent (2%) of the cost of the completed single-family house on said lot, provided, however, in the event the Owner performs his own landscaping, then the landscaping, although it may not cost two percent (2%) of the completed single-family house, must be compatible with the other landscaping in the Liberty Heights Development as approved by the Architectural Review Committee.

10. **Maintenance of Lots and Improvements.** The Owner of any lot in the Subdivision shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

A. Remove all debris or rubbish

B. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.

C. Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

11. **Nameplates and Coachlight Standards, Television or Radio Antennae and Towers.** There shall be not more than one (1) nameplate on each lot. A nameplate shall not be more than one hundred twenty eight (128) square

inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing in the front or side yard provided that the height of the nameplate is not more than twelve (12) inches above the adjoining ground grade. Every residential dwelling located on a lot in the subdivision must have at least one (1) coachlight prominently displayed in the area normally designate as the front yard of the lot. Such coachlight shall be operational from dusk to dawn. The location and specifications for said coachlight shall be identified on the plans and specifications submitted for the approval of the Architectural Review Committee. No television or radio antennae, or tower, shall be erected or used unless installed on the roof and attached to the roof of a building or structure. No television or radio antennae, or other tower, shall extend more than ten (10) feet above the highest point of the roof line of the improvement of which it is attached and installed. In addition the streetlights shall be maintained by the Owners for an additional two (2) years after the Developers maintenance bond expires. Flag poles not exceeding twenty-five (25) feet in height are permitted. Flag poles in excess of twenty-five (25) height shall only be permitted upon the approval of the Architectural Review Committee.

12. Plantings. All plantings shown on the initial plans and specifications of the house as approved by the Architectural Review Committee and such other plantings as is necessary for the integrity of the subdivision shall be

completed by the Owners within ninety (90) days of occupancy, weather permitting. All front yards and side yards to the rear of the building must be sodded or seeded, and all rear yards must be seeded, all of which shall occur within ninety (90) days of occupancy, weather permitting. Each lot shall have two (2) trees planted in-between the building line and curb except for those lots which are deemed to be wooded by the Architectural Review Committee. A wooded lot, at the discretion of the Architectural Review Committee, may not be required to have two (2) trees planted. Said trees shall be at least one and three-quarters (1-3/4") in diameter and must be of the following types:

A. Radford Pear

B. Sugar Maple

C. Marshall Seedless Ash

D. Purple Autumn Ash

E. Sunburst Locust

F. Shade Master Locust

G. Red Sunset Maple

13. Area, Width and Yard Regulations.

A. Lots of One Hundred Twenty-Five Feet (125') in Depth.

1. **Front Yard**. Each front yard shall extend across the full width of the lost which is on a street. On all streets, there shall be a distance of twenty-five feet (25') between the building line and the street right-of-way.

2. **Side Yards.**

A. On each interior lot, there shall be two (2) side yards having an aggregate width of not less than twenty percent (20%) of the width of the lot, neither side yard having a width of less than ten percent (10%) of the width of the lot.

B. On each corner lot, there shall be two (2) side yards, the side yard abutting the street having a width of not less than fifteen (15) feet, and the side yard not abutting the street having a width of not less than ten percent (10%) of the width of the lot size.

3. **Rear Yard**. There shall be a rear yard of not less than twenty-five percent (25%) of the depth of the lot.

14. Easement. Strips of ground shall be reserved as easements for the use of public utilities, for the installation and maintenance of underground pipe lines, wires and other installations. No permanent or other structures are to be erected or maintained upon said strips of land. The Owner of lots shall take their titles subject to such easements, and such easements are for the benefit of all Lot Owners in said subdivision.

15. Storm Water Retention System. The storm water drainage system located within the real estate which lies outside of the designated public right-of-ways has not been conveyed or accepted by the City of Hobart and the City shall not be obligated to maintain said storm water drainage system, until such time as the City of Hobart accepts the conveyance of the same. The Owners of the lots in the subdivision agree to maintain to

the standards established from time to time by the City of Hobart that portion of the storm water drainage system lying outside of the designated public right-of-way, specificly outlot A and outlot B. However, should the Owners fail to maintain said storm water drainage system to the standards of the City in a timely manner the total assessment shall be paid by the Lot Owners on a pro rata basis computed as provided in the following paragraph.

There are hereby created Assessments for maintenance and repair of the storm water retention system in the manner set forth in this paragraph. Any assessment shall be prorated among the Lot Owners and each Lot Owner shall bear its proportionate share of that assessment. Each Lot Owner, by acceptance of its deed or recorded contract of sale, or subsequent consent to this Declaration, is deemed to covenant and agree to pay these Assessments. All such Assessments, together with interest at the rate of twelve percent (12%) per annum, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the lot against which Assessment is made.

Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable by such portion thereof as may be due and payable at the time of conveyance to the extend expressly assumed, except no first Mortgagee who obtains title to the lot pursuant to

the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Assessments shall be paid in such a manner, in such amount, and on such dates as may be fixed by either the majority of Owners or the Developer which may include, without limitation that any Assessment shall be paid in one installment.

Notwithstanding the personal nature of the obligation for payment of assessments by Owners of lots, said obligations may be assumed in their entirety by any other incorporated Homeowner's Association, that is or may be created by separate declaration that has as its purpose the administration of the subdivision. Any written assumption of such obligations by an association shall meet the following requirements:

A. It shall state specifically that such association is assuming the responsibility for the payment of Assessments under this Declaration, which may be made and become otherwise due and owing from any Owner of any lot.

B. It shall state specifically that such assumption of obligations for the payment of Assessments was duly authorized by the majority of Owners of such association.

C. It shall state specifically that such assumption of obligations shall continue until such time as written notice is given by the Association by certified mail return receipt requested, and such Association shall have recorded a notice of rescission of such

obligations in the Office of the Recorder of Lake County, Indiana, a copy of which showing the recording date and document number shall accompany the above-referenced written notice.

D. It shall be in recordable form and shall be recorded in the Office of the Recorder of Lake County, Indiana, as an encumbrance only upon title to all or that portion of the Properties which such Association is authorized to administer pursuant to such separate declaration.

The assumption of such obligations by such an association shall in no way affect the nature, extent, or duration of the time for Assessments as set forth hereinbefore or the enforceability thereof by foreclosure or otherwise, not shall any such assumption, release any Owner of a lot or portion of a lot, from any liability for Assessments in the event that the same are not paid when due to the Association.

When a notice of the lien has been recorded, such Assessment shall constitute a perfected lien on such lot prior and superior to all other liens, except: (1) all taxes, assessments, and other levies which by law would be superior thereto; (2) the lien or charge of any valid first Mortgage of record; and (3) the lien assessments of any Homeowner's association declarations as shall be of record from time to time. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. A lawsuit to receive a money judgment for unpaid Assessments and attorney fees

may be maintainable without foreclosing or waiving the lien securing the same.

In addition, the lien of the Assessments, including interest, and cost (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any lot. The sale or transfer of any lot shall not affect the Assessment lien.

However, the sale or transfer of any lot pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a lot obtains title, his successors and assigns shall not be liable for Assessments by the Owner of Association, as applicable, chargeable to such lot which became due prior to the acquisition of title to such lot by such Acquirer. Such unpaid Assessments shall be deemed to be Additional Maintenance Expenses collectible from all of the lots, including such Acquirer, this successors and assigns.

The City of Hobart is hereby declared to be a third party beneficiary of the terms and provisions of this section, and shall have the right to enforce the provisions of this section by specific performance and/or by any other means available at law or in equity, and the Developer, on behalf of itself and its successors and assigns do herby waive any and all defenses to such

enforcement rights. In addition to the foregoing, Developer hereby submits the Properties to the jurisdiction of the City, and the City may, in addition to the foregoing, adopt such ordinances, regulations and resolutions as deemed by it to be appropriate to facilitate the enforcement of those provisions of this section which provide for the private maintenance and repair of the retention ponds and other storm water retention or detention facilities located in Liberty Heights.

CLAUSE IV
GENERAL PROVISIONS

1. **Severability**. In the event that any part(s) of the restrictive Covenants is construed or declared unenforceable by a Court of competent jurisdiction, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

2. **Initial Terms and Extensions**. These Restrictive Covenants shall run with the land and shall be binding on all parties, persons, or entities claiming under them or onto the land for a period of twenty (20) years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of ten (10) years, unless a signed agreement by seventy-five percent (75%) (or more) of the then property Owners of said lots has been recorded, modifying these Covenants in whole or in part.

3. **Amendments of Restrictive Covenants.** The Developer shall have and hereby reserves the right and power and without consent or approval of any of the Owners of the lots in the subdivision or mortgagees of said lots to amend or supplement these Restrictive Covenants at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi public or private entity which performs or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first Mortgages covering the lots of the subdivision and the structures constructed or located thereon, (c) to bring these Restrictive Covenants into compliance with any law or statutory requirement, (d) to correct clerical or typographical errors in these Restrictive Covenants or any Exhibit hereto or any supplement or amendment hereto.

Any other amendments of changes of these restrictions and declarations shall be made as follows:

A. **Notice**. Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in a notice of a meeting to be held and shall be given to all Owners of lots within the subdivision.

B. **Resolution**. A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy-five percent (75%) of the total number of Lot Owners within the subdivision. Lot Owners not present at a meeting considering such amendment may vote by proxy.

C. **Recording**. Any Owner may execute a power of attorney designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorney-in-fact or by the respective Lot Owners in such form as to be recordable in the Office of the Recorder of Lake County, Indiana.

4. **Remedies**. The Developer, Owner or Owners, present or future, of any land or lot included in said Subdivision shall be entitled to injunctive relief against any violation, or attempted violation, of the provisions hereof, and also damages for any injuries resulting or costs incurred from any violation thereof, but there shall be no right or reversion or forfeiture of title resulting from such violation. The Developer shall be entitled to recover attorney fees and other costs and expenses incurred in the enforcement of the provisions of this agreement from any Owner or Owners in violation of the same

5. **Assignment**. Developer reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Lake County, Indiana, and Developer shall thereupon be relieved and discharged from all such duties so assigned.

6. **Failure to Enforce**. The failure to enforce any of the Covenants herein set forth as to any violation by the Developer, its agent(s) and/or assigns, or any property Owner, of any term, condition or covenant contained herein shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different term, condition or covenant herein. Moreover, no such failure to enforce shall entitle any Owner to claim, sue for, or receive any damages or other payment from Developer. In addition, if Developer is named by any Owner in any legal action, Developer shall be entitled d to recover from said Owner reasonable attorney fees in defending said action.

7. **Miscellaneous**. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

The word "Owner" shall be defined for purposes of this Agreement as a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which owns the fee

simple title to a lot, and any executors, heirs, legatees, successors, and assigns hereof.

8. **Exculpatory Clause**. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, covenants, undertakings and agreements herein made on the part of the Trustee in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertaking, and agreements by the Trustee or for the purpose with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Developer has cause this Instrument to be executed and attested to as of the day and year first above written.

Jason Cooke